

ORDINANCE NO. 3830

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO AUTHORIZE THE EXECUTION OF (1) A CONTRACT FOR EXCHANGE OF REAL ESTATE FOR THE EXCHANGE OF CERTAIN SURPLUS REAL PROPERTY AND IMPROVEMENTS THEREON OWNED BY MAYOR AND CITY COUNCIL OF CUMBERLAND LOCATED AT 408 BROADWAY STREET, CUMBERLAND, MD 21502 FOR THE REAL PROPERTY AND IMPROVEMENTS THEREON OWNED BY DAVID LESLIE SPIKER AND LINDA LEE SPIKER LOCATED AT 624 MARYLAND AVE, CUMBERLAND, MD 21502, (2) A DEED FOR THE PURPOSE OF CONVEYING THE PROPERTY LOCATED AT 408 BROADWAY STREET TO THE SPIKERS, AND (3) SUCH SUPPLEMENTAL DOCUMENTS AS MAY BE REQUIRED TO EFFECT THE TRANSACTION CONTEMPLATED BY THE SAID CONTRACT FOR EXCHANGE OF REAL ESTATE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property and the improvements thereon located at 408 Broadway Street, in the City of Cumberland, Allegany County, Maryland;

WHEREAS, the said property was declared to be surplus property under the terms of Order No. 26,224, passed by the Mayor and City Council on December 19, 2017;

WHEREAS, David Leslie Spiker and Linda Lee Spiker are the fee simple owners of a certain parcel of real property and the improvements thereon located at 624 Maryland Avenue, in the City of Cumberland, Allegany County, Maryland;

WHEREAS, the Spikers desire to exchange the real property and improvements thereon located at 624 Maryland Avenue for the real property and improvements thereon located at 408 Broadway Street as an even trade pursuant to

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the terms of a Contract for Exchange of Real Estate, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Mayor and City Council of Cumberland deem it to be in the interest of the City to enter into said Contract for Exchange of Real Estate in that: (i) the real property and improvements thereon located at 408 Broadway Street are in poor condition and in need of repair and the Spikers intend to make those repairs; and (ii) the real property and improvements thereon located at 624 Maryland Avenue are in a similar condition and obtaining title to that property will enable the City to demolish the improvements thereon.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor be and he is hereby authorized to execute the Contract for Exchange of Real Estate attached hereto as Exhibit A;

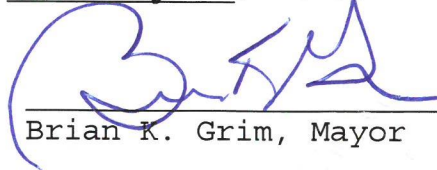
SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute a deed in the form attached hereto as Exhibit B or in a similar form, conveying the real property and improvements thereon located at 408 Broadway Street, Cumberland, MD 21502 to David Leslie Spiker and Linda Lee Spiker in exchange for the Spikers' conveyance of the real property and improvements located at 624 Maryland Avenue to Mayor and City Council of Cumberland;

SECTION 3: AND BE IT FURTHER ORDAINED, that the City Solicitor be and he is hereby authorized to execute a HUD-1 or similar closing statement and such other documents as may be required or expedient for the purpose of facilitating and completing the closing for the transactions contemplated by the terms of the Contract for

Exchange of Real Estate attached hereto as Exhibit A and he is further authorized to deliver the deed executed by the Mayor and City Clerk to the Spikers at the said closing; and

SECTION 4: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this 20th day of February, 2018.



Brian K. Grim, Mayor

ATTEST:



Marjorie A. Woodring, City Clerk

1st reading: February 6, 2018
2nd reading: February 20, 2018
3rd reading: February 20, 2018
Passed: 5-0

EXHIBIT A

CONTRACT FOR EXCHANGE OF REAL ESTATE

CONTRACT FOR EXCHANGE OF REAL ESTATE

THIS CONTRACT FOR EXCHANGE OF REAL ESTATE ("Contract") is made by and between MAYOR AND CITY COUNCIL OF CUMBERLAND (the "City"), a Maryland municipal corporation, and DAVID LESLIE SPIKER and LINDA LEE SPIKER (the "Spikers") and is effective as of the date it is fully executed by the parties hereto, the said date hereinafter being referred to as the "Effective Date."

Section 1. DEFINITIONS.

- 1.1 "624 Maryland" means the real property and the improvements thereon located at 624 Maryland Avenue, Cumberland, MD 21502 which are presently owned by the Spikers and are more particularly described in the deed from Paul Allen Judy and Vera Lorraine Judy to the Spikers dated June 9, 1978 and recorded among the Land Records of Allegany County, Maryland (the "Land Records") in Deed Liber 501, folio 786.
- 1.2 "408 Broadway" means the real property and the improvements thereon located at 408 Broadway Street, Cumberland, MD 21502 which are presently owned by the City and are more particularly described in the deed from Kenneth R. Tressler, Collector of Taxes, City of Cumberland, Maryland to the City dated May 31, 2016 and recorded among the Land Records in Book 2237, Page 121.
- 1.3 "Closing" means the consummation of the property transfers contemplated by the terms of this Contract.
- 1.4 "The Date of Closing" means the date listed in Section 7.1 of this Contract or, if modified pursuant to the terms of this Contract, the actual date on which the matters described in Section 7 are performed.
- 1.5 "Encumbrance" means any mortgage, judgment, lien, security interest, charge or other encumbrance except (a) any use and occupancy restriction of public record, privately or governmentally imposed, and generally applicable to properties in the immediate neighborhood of the Property; (b) publicly recorded easements for public utilities; and (c) other easements which may be observed by an inspection of the Property.

Section 2. AGREEMENT OF EXCHANGE.

The City agrees to transfer 408 Broadway to the Spikers in exchange for the Spikers contemporaneously transferring 624 Maryland to the City.

Section 3. CONSIDERATION.

No consideration shall be payable from either party to the other in connection with transactions contemplated by the terms of this Contract. The exchange of the properties and the parties' covenants and agreements relative thereto constitute the sole consideration under this Contract.

Section 4. WARRANTIES AND CONDITION OF TITLE.

- 4.1 Title to 408 Broadway and 624 Maryland shall be good and merchantable and free of all Encumbrances.
- 4.2 If any title defect is revealed that causes either 408 Broadway or 624 Maryland to be unmerchantable and to which the transferee of that property objects, the provisions of this section 4.2 shall apply.
 - 4.2.1 If the title defect consists of an Encumbrance, which can be satisfied by the payment of a certain sum, the transferor of that property may elect to pay the Encumbrance and proceed to closing or cancel this Contract.
 - 4.2.2 If the Encumbrance is not such that it can be satisfied by the payment of a certain sum, the transferor of that property may elect to satisfy the Encumbrance, in which event the Date of Closing may be postponed for a period not to exceed thirty (30) days, except upon the written consent of the parties, to enable the transferor to satisfy the Encumbrance. If the Encumbrance cannot be satisfied on or before the Date of Closing and if the transferor either does not elect to satisfy the Encumbrance, or, having so elected, fails to do so, the transferee may either accept the property with the Encumbrance against it or cancel this Contract.
 - 4.2.3 In the event a title defect is discovered by either party, written notice of that defect and the manner in which the party discovering the defect wishes to proceed in regard to the matters addressed in Section 4.2.1 and 4.2.2 above must be provided to the other party no later than fifteen (15) days from the Effective Date. Any party who fails to provide this written notice in a timely manner shall have waived their rights under Section 4.2 of this Contract.
- 4.3 The City makes no representations or warranties concerning the condition of 408 Broadway. The Spikers acknowledge they have had the opportunity to inspect 408 Broadway and they agree to accept it in its "as is" condition as of the Date of Closing.
- 4.4 The Spikers make no representations or warranties concerning the condition of 624 Maryland. The City acknowledges that it has had the opportunity to inspect 624 Maryland and it agrees to accept it in its "as is" condition as of the Date of Closing.

Section 5. RISK OF LOSS.

Until such time as the Spikers take pre-settlement occupancy of 408 Broadway as provided for in Section 6 hereinafter, risk of loss for that property resides with the City. Until such time as Closing is completed, risk of loss for 624 Maryland resides with the Spikers. If 408 Broadway is substantially damaged or destroyed during the time prior to the Spikers' pre-settlement occupancy, their sole and exclusive remedy shall be the cancellation of this Contract. If 624 Maryland is substantially damaged or destroyed during the time prior to Closing, the City sole and exclusive remedy shall be the cancellation of

this Contract. Upon the cancellation of this Contract, the parties hereto shall be released from any further obligations hereunder.

Section 6. PRE-SETTLEMENT OCCUPANCY OF 408 BROADWAY.

- 6.1 The Spikers shall have the right to occupy 408 Broadway prior to the Date of Closing. Said occupancy shall be solely for the purpose of renovating the property in order to render it fit for their desired residential occupancy. The Spikers may not move their personal property, take up residence in, or permit 408 Broadway to be utilized for residential purposes until such time as Closing is completed.
- 6.2. The Spikers shall provide written notification to the City of the date they wish to take pre-settlement occupancy of 408 Broadway. They may not take such occupancy until that notice has been delivered to the City, said delivery to be made to Marjorie Woodring, Assistant City Administrator, at City of Cumberland, 57 N. Liberty Street, Cumberland, MD 21502.
- 6.3 The Spikers shall obtain comprehensive general liability insurance coverage for 408 Broadway, naming the City as an additional insured, in a form and substance reasonably acceptable to the City, said coverage effective at the start of their pre-settlement occupancy. They shall provide proof of this coverage to the City prior to the submission of the written notification provided for in the preceding paragraph.
- 6.4. The City will deliver possession of 408 Broadway to the Spikers on the date provided in the written notice referenced in Section 6.2 above in its "as is" condition. Upon taking possession, the Spikers agree that all provisions of this Contract relating to the condition of the property have been satisfied and they waive all rights granted hereunder relative to that condition.
- 6.5. Any and all renovations made to 408 Broadway in advance of Closing shall be performed at the Spikers' sole risk and expense. In the event this Contract is cancelled or terminated or Closing does not take place for any reason, the Spikers shall not be entitled to reimbursement or indemnification for the costs of any improvements made or any equipment or fixtures installed at 408 Broadway. Further, the City may require them to return the property to the condition it was in prior to their pre-settlement occupancy or it may otherwise require them to secure it such that it is not open and accessible.
- 6.6. The Spikers' pre-settlement occupancy of 408 Broadway shall be upon all of the terms, covenants and conditions stated below:
 - (a) They shall pay when due all charges for heat (including heating oil), gas, electricity, water, or sewer service charges used on the property. If they fail to pay any such charges, such failure shall constitute a default under this Contract and the City, in its discretion, may pay these charges and the Spikers shall indemnify it therefor, together with a surcharge equal to fifty percent (50%) of said charges.

- (b) The Spikers will use the property in a careful manner and all electrical, heating, air-conditioning, mechanical and plumbing equipment and facilities shall be carefully used for their respective legitimate purposes only.
- (c) The Spikers shall be obligated to make all repairs and replacements to the property so as to maintain it in no less of a satisfactory condition than it was in on their date of occupancy.
- (d) The Spikers will indemnify and save the City harmless against and from any and all liability arising from injury to person or property occurring at or on the property after the date they take possession of it. The City shall not be liable for any loss of property by theft or otherwise occurring at or on the property after the Spikers take possession of it and they shall indemnify and save the City harmless for any such loss or theft.
- (e) If the Spikers breach any term, covenant or condition of this Section 6, the City may: (1) re-enter the property and terminate this Contract in accordance with the applicable provisions of law; (2) bring summary proceedings to evict the Spikers and impose rent in the amount of \$800.00 per month for any period of time the Spikers retain possession of the property after they were notified of their default; or (3) pursue any other remedy available to the City at law or in equity. In the event they breach any term, covenant or condition of this Section 6, the Spikers shall be liable to the City for the reasonable attorneys' fees it incurs as a result of said breach.

Section 7. CLOSING

- 7.1 Closing shall be not later than forty-five (45) days from the date of the City's passage of an ordinance authorizing the consummation of the transaction described in this Contract. It is understood that, as a condition precedent to the approval of this Contract, the City must declare 408 Broadway to be surplus property and wait a minimum of twenty (20) days before proceeding with the passage of an ordinance authorizing the execution of this Contract and the deed effecting the conveyance of 408 Broadway to the Spikers and further authorizing the consummation of the transactions contemplated by the terms of this Contract. Both the entry of the order declaring 408 Broadway to be surplus property and the passage of the ordinance will be addressed during the course of the City's bi-weekly regular meetings.
- 7.2 At Closing, the City shall deliver to the Spikers a quitclaim deed in recordable form conveying fee simple title to 408 Broadway to the Spikers.
- 7.3 At the Closing, the Spikers shall deliver to the City a quitclaim deed in recordable form conveying fee simple title to 624 Maryland to the City.

Section 8. ADJUSTMENTS AND ALLOCATIONS.

- 8.1 State, county and municipal taxes and water and sewer service charges and other public charges with respect to 408 Broadway, if any, shall be apportioned to the date of Closing, and will be assumed and paid thereafter by the transferee. The transferor shall be responsible for the portion of said costs that accrued prior to and through the Date of Closing. The City shall abate the taxes due on 624 Maryland and will seek abatement of the taxes due to the County and shall pay the unabated portion of those taxes.
- 8.2 Section 14-104 of the Real Property Article of the Annotated Code of Maryland provides that, unless otherwise negotiated in the contract or provided by State or local law, the cost of any recordation tax or any State or local transfer tax shall be shared equally between the buyer and seller. Accordingly, recordation and transfer taxes imposed for the recording of the deeds conveying title to the properties shall be payable equally by the City and the Spikers as to each property. The City shall pay the recordation fee for the recordation of the deed for 624 Maryland and the Spikers shall pay the recordation fee for the recordation of the deed for 408 Broadway.

Section 9. NOTICE OF DISCLOSURE OR DISCLAIMER STATEMENTS.

Under Maryland law (Real Property Article, Section #10-702), a purchaser is entitled to receive from a seller a written Residential Property Condition Disclosure Statement on a form provided by the Maryland Real Estate Commission or a Written Residential Property Disclaimer Statement on a form provided by the Maryland Real Estate Commission. A seller must deliver the completed Disclosure or Disclaimer Statement to a purchaser on or before the buyer enters into a contract of sale (with the exception of a Land Installment Contract, an Option to Purchase Agreement and a Lease Agreement containing an option to purchase provision in which case the disclosure or disclaimer statement must be delivered to the purchaser before the execution of the contract).

If the Disclosure or Disclaimer Statement is delivered by the seller later than 3 days after the seller enters into a contract of sale with a purchaser, the contract is void. A purchaser who does not receive the Disclosure or Disclaimer Statement on or before the execution of a contract by a purchaser has the unconditional right, upon written notice to the seller or the seller's agent, to rescind the contract of sale at any time before the receipt of the Disclosure or Disclaimer Statement or within five (5) days following receipt of the Disclosure or Disclaimer Statement and to the immediate return of any deposit. However, purchaser's right to rescind the contract terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates upon submission of the application.

The following has also been made a part of this Contract.:

- () Property Disclosure Statement
- (X) Property Disclaimer Statements for each property attached hereto collectively as Exhibit 1.

Section 10. LEAD PAINT HAZARDS.

Title X, Section 1018, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the "Act"), requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A seller of pre-1978 housing is required to disclose to the buyer, based upon the seller's actual knowledge, all known lead-based paint hazards in the Property and provide the buyer with any available reports in the seller's possession relating to lead-based paint or lead-based paint hazards applicable to the property. The seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection. At the time that the offer to purchase is entered into by the buyer, the seller is required to provide the buyer with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a "Disclosure of Information on Lead-Based Paint and Lead Based Paint Hazards" form.

The seller is required under the Act to provide the buyer with a ten (10) day time period (or other mutually agreeable time period) for the buyer, at the buyer's expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the buyer waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. The seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of Settlement. Lead-Based Paint Disclosure Forms for 408 Broadway and 624 Maryland are attached hereto and incorporated by reference herein collectively as Exhibit 2.

A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.

The parties hereto each represent and warrant to the other intending that other rely upon such warranty and representation, that the properties which are the subject of this Contract were constructed prior to 1978. The parties hereto agree, represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless the requirements of the Act have been complied with prior to the execution of this Contract by the parties. The parties hereto represent and warrant that each intended, as a material term of the offer and acceptance, that the requirements of the Act be complied with as an express condition of the formation of a binding and enforceable contract by and between the parties. The parties acknowledge by their respective initials below that they have read and understand the provisions of this Section 9.

_____ City's Initials _____ the Spikers' Initials

Section 11. DEFAULT.

If either party defaults under the terms of this Contract, the other party may exercise any available remedy, legal or equitable in nature, in order to seek redress. In the event either party institutes litigation to enforce the terms of this Contract, the prevailing party in such litigation shall be entitled to judgment

for the reasonable legal fees, court costs and litigation expenses he/it incurred in enforcing the terms of this Contract.

Section 12. MISCELLANEOUS.

- 12.1 Time is of the essence under each of the terms of this Contract.
- 12.2 This Contract, covering real property located in the State of Maryland, shall be construed according to Maryland law.
- 12.3 This Contract shall bind upon and run to the benefit of its parties, and their respective heirs, personal representatives, successor and/or assigns.
- 12.4 Neither party may assign his/its rights under this Contract except upon the written consent of the other party.
- 12.5 This Contract may be modified only by written document signed by each of its parties.
- 12.6 This written document embodies all of the agreements between the parties. Neither party is relying upon any statement or representation not contained in this written document.

IN WITNESS WHEREOF, the parties have executed this Contract on the date written beneath their signatures below.

WITNESS/ATTEST:

Marjorie A. Woodring, City Clerk

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____
Brian K. Grim, Mayor

date

David Leslie Spiker

date

Linda Lee Spiker

Date

EXHIBIT 1

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

408 Broadway Street, Cumberland, MD 21502

Section 10-702 of the Real Property Article, Annotated Code of Maryland, requires the owner of certain residential real property to furnish the buyer either (A) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or (B) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the owner. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

NOTICE TO OWNER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale; otherwise complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Property Address: 408 Broadway Street, Cumberland, MD 21502

Legal Description: Allegany County, Maryland Land Records - Book 2237, Page 121

The undersigned owner(s) of the real property described above make no representations or warranties to the condition of the real property or any improvements thereon, and the buyer will be receiving the real property "as is" with all defects which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under Section 10-702 of the Maryland Real Property Article.

Seller: _____ Date: _____
Mayor and City Council of Cumberland
by Brian K. Grim, Mayor

Buyer acknowledges receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under Section 10-702 of the Maryland Real Property Article.

Buyer: _____ Date: _____
David Leslie Spiker

Buyer: _____ Date: _____
Linda Lee Spiker

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

624 Maryland Avenue, Cumberland, MD 21502

Section 10-702 of the Real Property Article, Annotated Code of Maryland, requires the owner of certain residential real property to furnish the buyer either (A) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner is selling the property “as is” and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or (B) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the owner. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

NOTICE TO OWNER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale; otherwise complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Property Address: 624 Maryland Avenue, Cumberland, MD 21502

Legal Description: Allegany County, Maryland Land Records – Deed Liber 501, folio 786

The undersigned owner(s) of the real property described above make no representations or warranties to the condition of the real property or any improvements thereon, and the buyer will be receiving the real property “as is” with all defects which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under Section 10-702 of the Maryland Real Property Article.

Seller: _____ Date: _____
David Leslie Spiker

Seller: _____ Date: _____
Linda Lee Spiker

Buyer acknowledges receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under Section 10-702 of the Maryland Real Property Article.

Buyer: _____ Date: _____
Mayor and City Council of Cumberland
by Brian K. Grim, Mayor

EXHIBIT 2

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

408 Broadway Street, Cumberland, MD 21502

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)___ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii)___ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and report available to the seller (check (i) or (ii) below):

(i)___ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii)___ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

(c)___ Buyer has received copies of all information listed above.

(d)___ Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e)___ Buyer has (check (i) or (ii) below):

(i)___ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii)___ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f)N.A. Agent has informed the seller of the seller's obligations under 42 U.S.C. 485 2d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

David Leslie Spiker

Date

Linda Lee Spiker

Date

Seller, Mayor and City Council
of Cumberland, by Brian K. Grim, Mayor

Date

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND/OR LEAD-BASED PAINT HAZARDS**

624 Maryland Avenue, Cumberland, MD 21502

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)___ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii)___ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and report available to the seller (check (i) or (ii) below):

(i)___ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii)___ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

(c)___ Buyer has received copies of all information listed above.

(d)___ Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e)___ Buyer has (check (i) or (ii) below):

(i)___ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii)___ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f)N.A. Agent has informed the seller of the seller's obligations under 42 U.S.C. 485 2d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

David Leslie Spiker

Date

Linda Lee Spiker

Date

Seller, Mayor and City Council
of Cumberland, by Brian K. Grim, Mayor

Date